

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|----------------------|---|--|---|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | | | | | | | | |
| | | Development and implementation of the WPSP for 2009/10 fin year | Annual Skills Plan for the Cluster completed by 31st May 2008. 60% of courses to be attended by staff | 31-May-09 | 1% | | | | |
| | | Implement Employment Equity plan for the Cluster | % of posts filled using employment equity stats as a guideline | Ongoing | 1% | | | | |
| | | Roll out of accountants training program | 3 Modules rolled out by year end. | Ongoing | 1% | | | | |
| | | Coaching and Mentoring of Project Executives | 1 Corporate Executive | Ongoing | 1% | | | | |
| | | Trainee Valuer programme in place | Retention of existing Trainees and increase programme participants by 6 | Ongoing | 1% | | | | |
| | | Trainee accountants and Graduate trainees being suitably mentored for enhancing their careers | All trainees mentored | Ongoing | 1% | | | | |
| | | Number of artisan assistants that obtain a formal trade qualification via the Recognition for Prior Learning [RPL] Programme | 5 trained Artisans | Ongoing | 1% | | | | |

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| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Ensure all staff trained on RMS Systems (if RMS go live by 31/1/09) | 80% trained | 31-Jan-09 | 1% | | | | |
| | | Share implementation of MPRA, MFMA, RMS, City Fleet and property best practice with Local Provincial and National Government | As appropriate | Ongoing | 1% | | | | |
| | | Formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | Full compliance | Ongoing | 1% | | | | |

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| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 2 | | Infrastructure Development and Service Delivery | | | | | | | |
| Sustain our Natural and Built Environment | Develop, manage and regulate the built and natural environment | All property transactions undertaken must take account of regulatory frameworks, developmental intentions and programmes of Council | All transactions are compliant | Ongoing | 1% | | | | |
| Sustain our Natural and Built Environment | Ensure Climate protection and pollution minimisation | | | | | | | | |
| Quality Living Environment | Meet Community Services Backlog | Ensure the timeous acquisition of property and property rights as these may be necessary for Community Services | Compliance with CAPMON | Ongoing | 1% | | | | |
| Quality Living Environment | Meet Infrastructure Service needs and address Backlogs | Ensure milestones in Strategic Assets Business Plan are met. | * New strategic asset computer system in place. * Conditional assessments (50% completed). | Ongoing | 1% | | | | |
| Safe, healthy and secure environment | Promote citizen safety | | | | | | | | |
| Safe, healthy and secure environment | Promote health of citizens | | | | | | | | |
| Safe, healthy and secure environment | Promote security of citizens | | | | | | | | |

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| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 3 | | Local Economic Development (LED) | | | | | | | |
| Economic Development & Job Creation | Support and Grow New and Existing Businesses | Support PDI, BEE business in the automative industry. | 85% of all contracts awarded in terms of the Procurement policy to Previously Disadvantaged Individuals. | | 1% | | | | |
| | | Monitor business plans and provide financial advice to DMTP, DPDC, DIDT | Attainment of business plan milestones | | 1% | | | | |
| Economic Development & Job Creation | Provide Secondary Support to Business Entities | Provide financial advise on all strategic, major and economic development projects | Part of team on all such projects | | 1% | | | | |
| Promoting Cultural Diversity | Create economic opportunities for arts, culture and heritage | | | | | | | | |
| Promoting Cultural Diversity | Promoting Sports and Recreation within the city | | | | | | | | |

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|---|---|--|--|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 4 | | Municipal Financial Viability and Management | | | | | | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Prepare & submit budget within the required deadlines & formats in alignment with the Municipality's IDP | Timeous submission of budgets | 30-Jun | 15% | | | | |
| | | Ensure that all spending occurs within the parameters of the budget with no roll-overs | Spend within Budget | Ongoing | 3% | | | | |
| | | % Capital Budget Spent | 100% spend | 30-Jun-09 | 2% | | | | |
| | | Tariffs reviewed timeously | Review tariff reports and ensure reports submitted in line with policy | 30-Jun-09 | 3% | | | | |
| | | Timeous Monthly Comparatives | Review and submit monthly comparatives in line with legislation | Monthly | 1% | | | | |
| | | Timeous Financial Statements | Produce financial statements that comply with Accounting Standards and Legislation | 31-Aug-09 | 10% | | | | |
| | | Maintain credit rating by highlighting and monitoring key performance areas that influence the credit rating | KPI Report | Ongoing | 3% | | | | |
| | | Alignment of GIF policy to best practice. | Updated GIF Policy | Annually | 1% | | | | |

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| | | | | | | 2nd Quarter | 4th Quarter | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Annual review of DPF Investment Strategy need to maintain a fully solvent Defined Benefit Fund. | Review limits (Insurance< 8% of Premiums, Pensions< 3% of Contribution). | Annually | 1% | | | | |
| | | Annual review of Investments and Borrowing process. | Updated Policies | Annually | 1% | | | | |
| | | Identify and access new national and international grant funding. | At least one new source of fundng. | Ongoing | 1% | | | | |
| | | Increase number of consolidated accounts by 30%. Currently +120000 Consolidated subject to the RMS Go Live Date being not later than 31/1/09. | 30% increase in consolidated accounts | 30-Jun-09 | 1% | | | | |
| | | Ensure Credit Control and Debt Management Policy review for 2009/10 completed by 30/4/09. | Revised policy approved by Council | 30-Jun-09 | 1% | | | | |
| | | Credit control : Maintain collection rates as follows:- - Rates - 100% - Water - 96% - Electricity Domestic - 96% - Elecytricity Bulk - 98% | Maintain collection rates | Ongoing | 6% | | | | |
| | | Ensure implementation of RMS - go live anticipated to be 1/02/09. | RMS to go live by 1 February 2009 | 01-Feb-09 | 1% | | | | |
| | | Maintain average Revenue Clearance Certificate turn around time of 5 days | Maintain status quo | Ongoing | 1% | | | | |
| | | Ensure Rates Policy review for 2009/10 completed by 30/4/09 | Revised policy approved by Council | 30-Jun-09 | 1% | | | | |

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| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 5 | | Good Governance and Public Participation | | | | | | | |
| Good Governance | Ensure Accessible and Accountable Governance | Call Centre - 80% of all calls answered. | 80% | Ongoing | 1% | | | | |
| | | Unit web-site up to date and informative. | Up to date web-site. | Ongoing | 1% | | | | |
| Good Governance | Create an efficient, effective & accountable administration | Ensure compliance with customer care policy | No adverse reports | Ongoing | 1% | | | | |
| | | Complete Risk Assessments for key operations within Treasury. | To complete 3 sections | 30-Jun-09 | 1% | | | | |
| | | Compile and follow up at Quarterly Heads meeting new Consolidated business plan, SDBIP, KPI's and individual performance plans. | 4 Meetings with DCM : Treasury & Heads Team | Ongoing | 1% | | | | |
| | | Efficient and effective claims management. | No backlogs | Ongoing | 1% | | | | |
| | | Timeous reconciliations & resolution of outstanding items. | All recons completed on a daily basis and o/s items not older than 2 months. | Ongoing | 1% | | | | |
| | | Performance Management - ensure follow up of KPI's of Cluster. | Quarterly follow up. | Ongoing | 1% | | | | |
| | | Number of outstanding grievances and disciplinary matters | All gievances and disciplinary matters address within the prescribed framework | Ongoing | 1% | | | | |
| | | Turnaround time in responding to the DCM & City Manager's requests | 24 hours | Ongoing | 1% | | | | |
| | | Compliance with HR policies and procedures | 100% compliance | Ongoing | 1% | | | | |

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| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Respond timeously to all audit queries | Audit queries responded to within 5 days | Ongoing | 1% | | | | |
| | | Correspondence : - Develop statistical reports in order to monitor response times with a view to reducing this to 10 days | 80% | 15 Dccember 2008 | 1% | | | | |
| | | Contribute to the production of the annual report in accordance with legislation | Provide relevant information as required in term so the legislation | Annually | 2% | | | | |
| | | Monthly management control and deadline monitoring | Follow up with managers when notification received | Ongoing | 2% | | | | |
| | | Ensure that line departments do at least an annual check of all movable assets | Asset certificates signed | Annually | 1% | | | | |
| | | Facilitate and support annual road shows in respect of regional and budget presentations | Support and or present at budget hearings | Annually | 1% | | | | |
| | | Finalise implementation of Changement Management Procedures | Move to new front office-back office system of dealing with queries | 30-Jun-09 | 1% | | | | |
| | | Ensure Batho Pele principles in place | No adverse reports | Ongoing | 1% | | | | |
| | | | | | Total 100% | | | | |

| Core Competency Requirements for Employees (CCR) | | |
|--|------------------------|---------------|
| Core Managerial and Occupational Competencies | Indicate Choice | Weight |
| Core Managerial Competencies | | |
| Strategic Capability and Leadership | x | |
| Programme and Project Management | x | |
| Financial Management | compulsary | |
| Change Management | x | |
| Knowledge Management | x | |
| Service Delivery Innovation | x | |
| Problem Solving and Analysis | x | |
| People Management and Empowerment | compulsary | |
| Client Orientation and Customer Focus | compulsary | |
| Communication | | |
| Honesty and Integrity | x | |
| | | |
| Core Occupational Competencies | | |
| Competence in Self Management | | |
| Interpretation of and implementation within the legislative and national policy frameworks | x | |
| Knowledge of development local government | x | |
| Knowledge of Performance Management and Reporting | x | |
| Knowledge of global and South African specific political, social and economic contexts | x | |
| Competence in policy conceptualisation, analysis and implementation | x | |
| Knowledge of more than one functional municipal field/discipline | | |
| Skills in mediation | | |
| Skills in Governance | | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | x | |
| | | |
| Total percentage | | 100% |

| <u>PERSONAL DEVELOPMENT PLAN</u> |
|--|
| MUNICIPALITY: |
| INCUMBENT: |
| SALARY: |
| JOB TITLE: |
| REPORT TO: |
| 1. What are the competencies required for this job (refer to competency profile of job description)? |
| 2. What competencies from the above list, does the job holder already possess? |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) |
| 4. Actions/Training interventions to address the gaps/needs |
| 5. Indicate the competencies required for future career progression/development |
| 6. Actions/Training interventions to address future progression |
| 7. Comments/Remarks of the Incumbent |
| 8. Comments/Remarks of the supervisor |
| |
| Agreed upon |
| |
| Signature: |
| Supervisor: |
| Date: |
| |
| Signature: |
| Incumbent: |
| Date: |
| |
| Date of next review: |
| |
| |
| |

**DEPUTY CITY
MANAGER:**

**PROCUREMENT &
INFRASTRUCTURE**

PERFORMANCE AGREEMENT

ENTERED INTO BETWEEN

The eThekweni Municipality

DULY REPRESENTED BY **DR. M. SUTCLIFFE** in his capacity as **Municipal
Manager** of the ETHEKWINI MUNICIPALITY

AND

Derek Naidoo
("The Employee")

FOR THE

FINANCIAL YEAR: 1 JULY 2008 – 30 JUNE 2009

1. INTRODUCTION

- 1.1 The eThekwini Municipality ("The employer") has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the employer and employee, requires the parties to conclude an annual Performance Agreement.
- 1.3 The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the employee to a set of outcomes that will secure the eThekwini Municipality's goals.
- 1.4 The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. THE PARTIES

- 2.1 The eThekwini Municipality duly represented by Dr. M. Sutcliffe in his capacity as Municipal Manager. (hereinafter referred to as "**The Employer**")

and

- 2.2 **Derek Naidoo**
(full name)
(hereinafter referred to as "**The Employee**")

3. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 3.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 3.2 specify objectives and targets established for the Employee and to communicate to the employee the Employer's expectations of the Employee's performance and accountabilities;
- 3.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 3.4 monitor and measure performance against set targeted outputs;
- 3.5 use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to his job;
- 3.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance;
- 3.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on 1 July 2008 and will remain in force until 30 JUNE 2009, whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

- 4.2 The parties will review the provisions of this Agreement during April each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year but not later than the beginning of each successive financial year.
- 4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 4.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 4.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan (Annexure A) sets out :-
- 5.1.1 the performance objectives and targets that must be met by the Employee; and
 - 5.1.2 the time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

5.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP).

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

6.2 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

7. The Employee agrees to participate in the performance management and development system that the Employer adopts.

7.1 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Area's (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

7.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

7.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCR's) respectively.

7.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

7.2.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

7.3 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure "A"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

7.4 The CCRs will make up the other 20% of the Employee's assessment score, which will be recorded in the performance plan (Annexure "A").

8. EVALUATING PERFORMANCE

8.1 The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1 the standards and procedures for evaluating the Employee's performance; and

8.1.2 the intervals for the evaluation of the Employee's performance.

8.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

8.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to, and implementation must take place within set time frames.

8.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5 The annual performance appraisal will involve:

8.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.

- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.1 above) must then be used to add the scores and calculate a final CCR score.

8.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

8.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

| Level | Terminology | Description | Rating | | | | |
|-------|--|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that | | | | | |

| | | | |
|----------|--------------------------|---|--|
| | | the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

8.7 For purposes of evaluating the performance of the Employees, an evaluation panel constituted by the following persons will be established.

8.7.1 The evaluation panel for the **Deputy City Managers** (DCMs) and **Heads of Departments** (HODs) directly accountable to the Municipal Manager shall comprise the following persons:-

8.7.1.1 The Municipal Manager;

8.7.1.2 The Mayor or Representative of the Executive Committee;

8.7.1.3 Municipal Manager from another Municipality;

8.7.1.4 The Chairperson of the Performance Audit Committee.

9. SCHEDULE FOR PERFORMANCE REVIEWS

9.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates.

| | | | | |
|----------------|---|---------|---|-----------|
| First quarter | : | July | – | September |
| Second quarter | : | October | – | December |
| Third quarter | : | January | - | March |
| Fourth quarter | : | April | - | June |

9.2 The Employer shall keep a record of all reviews and assessment meetings.

9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

11. OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

- 11.1.1 create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 provide access to skills development and capacity building opportunities;
- 11.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 where necessary delegate such powers to the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement;
- 11.1.5 and make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the

relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that:-

12.2.1 a score of 130% to a 149% is awarded, a performance bonus ranging from 5% to 9% and

12.2.2 a score of 150% and above is awarded, a performance bonus ranging from 10% to 14%.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least 12 (TWELVE) consecutive months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall, after appropriate performance counselling and having provided the necessary guidance and/or support as well as a reasonable time for improvement in performance, take steps to terminate the contracts of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in this agreement shall be mediated by:-

13.1.1 the Executive Mayor/ Mayor ;

13.1.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by:-

13.2.1 a member of the Municipal Council provided that such member was not part of the evaluation panel referred to in clause 8.7 above;

13.2.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement shall be placed on the Employer's website.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of

employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*
_____ THE EMPLOYER

2. _____

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*
_____ THE EMPLOYEE

2. _____

PERFORMANCE PLAN
Entered into by and between

eThekwini Municipality

and

DEREK NAIDOO

PERFORMANCE PLAN:

CLUSTER:

1

Purpose

The performance plan defines the Council’s expectations of the Deputy City Manager’s performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality’s Integrated Development Plan (IDP) and as reviewed annually.

2

Key responsibilities

The following objects of local government will inform the Deputy City Manager’s performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3

Key Performance Areas

The following Key Performance Areas (KPA) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

4

Key Performance Objectives and Indicators, for the Deputy City Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia* , tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General’s report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

The period of this plan is from 1st July 2008 to 30 June 2009

Signed and accepted by _____

Job title: _____

Date: _____

Signed by: Municipal Manager on behalf of the eThekweni Municipality Council

Date: _____

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---------------------------|---|---|---|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 1 | | Municipal Transformation & Organisational Development | | | | | | | |
| Good Governance | Support Healthy and productive employees | Occupational Health and safety legislation is adhered to | All adverse OHS reports resolved timeously | | 2% | | | | |
| | | Reduction in annual number of disabling injury incidents in cluster | reduction from 07/08 actuals | | 2% | | | | |
| | | Oversee Cluster Response to HIV/Aids Strategy | Cluster Business plan | | 2% | | | | |
| | | Establish a Human Resource Development Strategy EE, Skills Development, Succession Planning | Cluster Strategy | | 2% | | | | |
| | | Cluster rollout plan for Individual Performance Management | Rollout plan | | 2% | | | | |
| | | Information sessions/ departmental staff meetings to address general staff issues. | Quarterly meetings | | 2% | | | | |
| Empowered Citizens | Improve knowledge management | Document all cluster procedures to ensure information is retained by the organisation | All cluster procedures documented. | | 2% | | | | |
| Empowered Citizens | Develop Human capital | a) A well developed relationship with Organised Labour | Structured Meetings held with Labour regularly | | 1% | | | | |
| | | b) Development of the WSP for 2009/10 fin year | Annual Skills Plan for the Cluster completed by 31st May 2009 | | 2% | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|----------------------|---|---|--|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | c) Implementation of skills plan for year by 30 June 2009 | Courses attended by staff based on the 2008/09 WSP | | 2% | | | | |
| | | d) Implement Employment Equity plan for the Cluster | % of posts filled using employment equity stats as a guideline | | 2% | | | | |
| | | Formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | 4 meetings/reportee | | 2% | | | | |
| | | Implementation of Cluster Plan for the Recruitment, Retention & Development of Scarce Skills | 50% Implementation | | 2% | | | | |
| | | Outreach Program focussing on Maths & Science | 2 outreach programmes | | 2% | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---|--|---|-----------------------------|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 2 | | Infrastructure Development and Service Delivery | | | | | | | |
| Sustain our Natural and Built Environment | Develop, manage and regulate the built and natural environment | Oversee development of a Cluster infrastructure plan in support of spatial plan | 25% Plan | | 2% | | | | |
| Sustain our Natural and Built Environment | Ensure Climate protection and pollution minimisation | Oversee preparation of Infrastructure Demand Management Policy & target setting for cluster | 25% policy | | 2% | | | | |
| Quality Living Environment | Meet Infrastructure Service needs and address Backlogs | Oversee eradication of Infrastructure backlogs | 16000 fully serviced houses | | 2% | | | | |
| | | Develop Housing Acceleration Programme | 2000 units | | 2% | | | | |
| | | Develop Social Housing Programme | 2500 units | | 2% | | | | |
| | | 5 Year Business Plan for Cluster Infrastructure | business plan | | 2% | | | | |
| | | Oversee programme Implementation by the ETA | 100% implementation | | 2% | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|-------------------------------------|--|--|---------------------------|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 3 | | Local Economic Development (LED) | | | | | | | |
| Economic Development & Job Creation | Support and Grow New and Existing Businesses | Compliance with Economic Empowerment initiatives in the appointment (insourcing) of professional service providers within the unit | Compliance with EE on SCM | | 1% | | | | |
| | | Implementation of Eco Dev Strategy | 25% | | 2% | | | | |
| | | Implementation of Programme & SDBIP | Quarterly meetings | | 2% | | | | |
| | | Cluster Implementation of Labour Intensive & EPWP Policies | 20% of Cluster Capital | | 2% | | | | |
| | Provide Secondary Support to Business Entities | Implementation of Programme & SDBIP | Quarterly meetings | | 2% | | | | |
| | | Oversee preparation of Contractor Development Programme | Inception report | | 2% | | | | |
| | | Oversee use of Community based contractors for Infrastructure Maintenance & Implementation | 6000 contractors | | 2% | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---|---|--|---|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 4 | | Municipal Financial Viability and Management | | | | | | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Prepare & submit budget within the required deadlines & formats in alignment with the Municipality's IDP | Timeous submission of budgets | | 1% | | | | |
| | | All spending occurs within the parameters of the budget with no roll-overs | Spend within Budget | | 1% | | | | |
| | | % Capital Budget Spent | 100% | | 10% | | | | |
| Financial Viability and Sustainability | Ensure value for money expenditure | Monitor & Enforce SCM with regards to Contracts of goods & services | 100% | | 2% | | | | |
| | | Effective control of Cluster Assets and no Adverse reporting | Asset register in place, updated and accurate | | 2% | | | | |
| | | Oversee decreases in revenue losses for infrastructure services. | 3.9% reduction | | 2% | | | | |
| Financial Viability and Sustainability | Grow and diversify revenue | Oversee Increase in the payment levels for infrastructure services rendered | 1500 residential units converted to pre-paid | | 2% | | | | |
| | | Oversee increased contribution to the rates base by the development of new medium to high Housing Developments | 2500 units | | 2% | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--------------------------|--|--|--------------------------------------|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 5 | | Good Governance and Public Participation | | | | | | | |
| Good Governance | Ensure Accessible and Accountable Governance | Departmental Business Plans in place and aligned to the Municipal Strategy | Plans in place | | 2% | | | | |
| | | Annual Cluster Communication Plan | Plans in place | | 2% | | | | |
| | | Cluster Implementation of Customer Care Policy | Implementation Plan | | 2% | | | | |
| | | Oversee Infrastructure Community Needs Assessment (CNA) Collation | Needs Assessment Report | | 2% | | | | |
| | | Oversee CNA consultation process with Cllrs & Ward Committees | 19 regional meetings | | 2% | | | | |
| Good Governance | Create an efficient, effective & accountable administration | Project plans with target dates in place for all projects and sub-projects | Capmon Schedule | | 2% | | | | |
| | | Cluster productivity and business process improvement plan | Productivity Assessment in each Unit | | 2% | | | | |
| | | Reports & Presentations made to Political Structures as & when required | Annual Plan | | 2% | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---------------------------|---|--|--------------------------------|--------------|------------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Not more than 10% of reports submitted to relevant committees should be deferred | < 10% | | 2% | | | | |
| | | Take overall responsibility for the management of the Cluster so that all Council policies and procedures are adhered to | Weekly cluster meeting | | 2% | | | | |
| | | Development of Cluster Risk Management Plan | Plans in place | | 2% | | | | |
| | | Cluster annual audit compliance programme | Programme of quarterly reports | | 2% | | | | |
| Empowered Citizens | Develop the City into a Centre of learning | Cluster Plan for external skills development | 500 learnerships | | 2% | | | | |
| | | | | | Total 100% | | | | |

| Core Competency Requirements for Employees (CCR) | | |
|--|-----------------|--------|
| Core Managerial and Occupational Competencies | Indicate Choice | Weight |
| Core Managerial Competencies | | |
| Strategic Capability and Leadership | x | |
| Programme and Project Management | x | |
| Financial Management | compulsary | |
| Change Management | x | |
| Knowledge Management | x | |
| Service Delivery Innovation | x | |
| Problem Solving and Analysis | x | |
| People Management and Empowerment | compulsary | |
| Client Orientation and Customer Focus | compulsary | |
| Communication | | |
| Honesty and Integrity | | |
| Core Occupational Competencies | | |
| Competence in Self Management | | |
| Interpretation of and implementation within the legislative and national policy frameworks | x | |
| Knowledge of development local government | x | |
| Knowledge of Performance Management and Reporting | x | |
| Knowledge of global and South African specific political, social and economic contexts | x | |
| Competence in policy conceptualisation, analysis and implementation | x | |
| Knowledge of more than one functional municipal field/discipline | | |
| Skills in mediation | | |
| Skills in Governance | | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | x | |
| Total percentage | | 100% |

| |
|--|
| <u>PERSONAL DEVELOPMENT PLAN</u> |
| |
| MUNICIPALITY: |
| INCUMBENT: |
| SALARY: |
| JOB TITLE: |
| REPORT TO: |
| 1. What are the competencies required for this job (refer to competency profile of job description)? |
| 2. What competencies from the above list, does the job holder already possess? |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) |
| 4. Actions/Training interventions to address the gaps/needs |
| 5. Indicate the competencies required for future career progression/development |
| 6. Actions/Training interventions to address future progression |
| 7. Comments/Remarks of the Incumbent |
| 8. Comments/Remarks of the supervisor |
| |
| Agreed upon |
| |
| Signature: |
| Supervisor: |
| Date: |
| |
| Signature: |
| Incumbent: |
| Date: |
| |
| Date of next review: |
| |
| |
| |
| |
| |

**DEPUTY CITY
MANAGER:**

**CORPORATE &
HUMAN
RESOURCES**

PERFORMANCE AGREEMENT

ENTERED INTO BETWEEN

The eThekwini Municipality

DULY REPRESENTED BY **DR. M. SUTCLIFFE** in his capacity as **Municipal
Manager** of the ETHEKWINI MUNICIPALITY

AND

Siphiwe Elijah Madondo
("The Employee")

FOR THE

FINANCIAL YEAR: 1 JULY 2008 – 30 JUNE 2009

1. INTRODUCTION

- 1.1 The eThekwini Municipality ("The employer") has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the employer and employee, requires the parties to conclude an annual Performance Agreement.
- 1.3 The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the employee to a set of outcomes that will secure the eThekwini Municipality's goals.
- 1.4 The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. THE PARTIES

- 2.1 The eThekwini Municipality duly represented by Dr. M. Sutcliffe in his capacity as Municipal Manager. (hereinafter referred to as "**The Employer**")

and

- 2.2 **Siphiwe Elijah Madondo**
(full name)
(hereinafter referred to as "**The Employee**")

3. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 3.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 3.2 specify objectives and targets established for the Employee and to communicate to the employee the Employer's expectations of the Employee's performance and accountabilities;
- 3.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 3.4 monitor and measure performance against set targeted outputs;
- 3.5 use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to his job;
- 3.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance;
- 3.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on 1 July 2008 and will remain in force until 30 JUNE 2009, whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

- 4.2 The parties will review the provisions of this Agreement during April each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year but not later than the beginning of each successive financial year.
- 4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 4.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 4.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan (Annexure A) sets out :-
- 5.1.1 the performance objectives and targets that must be met by the Employee; and
 - 5.1.2 the time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

5.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP).

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

6.2 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

7. The Employee agrees to participate in the performance management and development system that the Employer adopts.

7.1 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Area's (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

7.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

7.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCR's) respectively.

7.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

7.2.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

7.3 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure "A"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

7.4 The CCRs will make up the other 20% of the Employee's assessment score, which will be recorded in the performance plan (Annexure "A").

8. EVALUATING PERFORMANCE

8.1 The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1 the standards and procedures for evaluating the Employee's performance; and

8.1.2 the intervals for the evaluation of the Employee's performance.

8.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

8.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to, and implementation must take place within set time frames.

8.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5 The annual performance appraisal will involve:

8.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.

- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.1 above) must then be used to add the scores and calculate a final CCR score.

8.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

8.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

| Level | Terminology | Description | Rating | | | | |
|-------|--|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that | | | | | |

| | | | |
|----------|--------------------------|---|--|
| | | the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

8.7 For purposes of evaluating the performance of the Employees, an evaluation panel constituted by the following persons will be established.

8.7.1 The evaluation panel for the **Deputy City Managers** (DCMs) and **Heads of Departments** (HODs) directly accountable to the Municipal Manager shall comprise the following persons:-

8.7.1.1 The Municipal Manager;

8.7.1.2 The Mayor or Representative of the Executive Committee;

8.7.1.3 Municipal Manager from another Municipality;

8.7.1.4 The Chairperson of the Performance Audit Committee.

9. SCHEDULE FOR PERFORMANCE REVIEWS

9.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates.

| | | | | |
|----------------|---|---------|---|-----------|
| First quarter | : | July | – | September |
| Second quarter | : | October | – | December |
| Third quarter | : | January | - | March |
| Fourth quarter | : | April | - | June |

9.2 The Employer shall keep a record of all reviews and assessment meetings.

9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

11. OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

- 11.1.1 create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 provide access to skills development and capacity building opportunities;
- 11.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 where necessary delegate such powers to the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement;
- 11.1.5 and make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the

relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that:-

12.2.1 a score of 130% to a 149% is awarded, a performance bonus ranging from 5% to 9% and

12.2.2 a score of 150% and above is awarded, a performance bonus ranging from 10% to 14%.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least 12 (TWELVE) consecutive months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall, after appropriate performance counselling and having provided the necessary guidance and/or support as well as a reasonable time for improvement in performance, take steps to terminate the contracts of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in this agreement shall be mediated by:-

13.1.1 the Executive Mayor/ Mayor ;

13.1.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by:-

13.2.1 a member of the Municipal Council provided that such member was not part of the evaluation panel referred to in clause 8.7 above;

13.2.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement shall be placed on the Employer's website.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of

employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*

2. _____

THE EMPLOYER

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*

2. _____

THE EMPLOYEE

PERFORMANCE PLAN
Entered into by and between

eThekwini Municipality

and

Siphiwe Madondo

PERFORMANCE PLAN:

CLUSTER:

1

Purpose

The performance plan defines the Council’s expectations of the Deputy City Manager’s performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality’s Integrated Development Plan (IDP) and as reviewed annually.

2

Key responsibilities

The following objects of local government will inform the Deputy City Manager’s performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3

Key Performance Areas

The following Key Performance Areas (KPA) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

4

Key Performance Objectives and Indicators, for the Deputy City Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia* , tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General’s report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

The period of this plan is from 1st July 2008 to 30 June 2009

Signed and accepted by _____

Job title: _____

Date: _____

Signed by: Municipal Manager on behalf of the eThekweni Municipality Council

Date: _____

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Weight | Performance status & comments on date of review | | Motivation for under performance or | Score 1-5 |
|--------------------------|---|--|---------------------|--------|---|-------------|-------------------------------------|-----------|
| | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 1 | | Municipal Transformation & Organisational Development | | | | | | |
| Good Governance | Support Healthy and productive employees | Reduction in the Disabling injury Frequency Rate (DIFR). A well developed relationship with Organised Labour | 2.50% | | | | | |
| | | Research and develop a Wellness Strategy. Approved Cluster Annual Skills Plan | 100% | | | | | |
| | | Monitor the Human Resource Development Strategy. Implementation of Cluster Skills Plan. | | | | | | |
| | | Develop strategies to achieve Employment Equity targets. Approved Cluster Employment Equity | 100% | | | | | |
| | | Implement the Performance Management System for all staff in task 16 - 18. | 100% | | | | | |
| | | Implement programmes to improve employee awareness of HIV/AIDS interventions within the Municipality. Implementation of Cluster Employment Equity Plan | 100% | | | | | |
| | | Implement the Succession Planning Policy-setup TMC; Identify posts for succession planning | 100% | | | | | |
| | | Undertake productivity improvement projects | 15 | | | | | |
| | | Develop a Change Management Strategy | 100% | | | | | |
| | | Develop a Labour Relations Strategy | 100% | | | | | |
| | | Ensure that all units within the cluster develop employment equity plans | 100% | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Weight | Performance status & comments on date of review | | Motivation for under performance or | Score 1-5 |
|----------------------|---|--|---------------------|--------|---|-------------|-------------------------------------|-----------|
| | | | | | 2nd Quarter | 4th Quarter | | |
| Empowered Citizens | Develop Human capital | Ensure that the Municipality achieves an overall expenditure of not less than 0,9% of its payroll (R17,656,539) on implementing skills development initiatives by ensuring that each Cluster achieves its stated expenditure as per the workplace Skills Plan: | 100% | | | | | |
| | | Corporate & HR - R 980,163 (1.5% of payroll) | | | | | | |
| | | Governance - R 529,955 (2% of payroll) | | | | | | |
| | | Health, Safety & Social Services - R 5,466,782 (0,7% of payroll) | | | | | | |
| | | Office of City Manager - R 58,483,198 (1.3% of payroll) | | | | | | |
| | | Procurement & Infrastructure - R 8,488,870 (1% of payroll) | | | | | | |
| | | Sustainable Development - R 408, 450 (0.5% of payroll) | | | | | | |
| | | Treasury - R 408,450 (0,5% of payroll) | | | | | | |
| | | Annual Workplace Skills Plan completed and implemented by 30 June | 100% | | | | | |
| Empowered Citizens | Develop the City into a Learning City | Implement two(2) skills development programmes that acknowledge the City as a Centre of Learning | 100% | | | | | |
| | | Design an ICT solution to link skills needs with skills supply within an economic sector | 100% | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Weight | Performance status & comments on date of review | | Motivation for under performance or | Score 1-5 |
|--|--|--|---|--------|---|-------------|-------------------------------------|-----------|
| | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 2 | | Infrastructure Development and Service Delivery | | | | | | |
| Quality Living Environment | Meet Community Services Backlog | Promote Batho Pele principles and other participatory mechanisms to reduce service backlogs/address needs of Communities | Reports stating results of consultation available | | | | | |
| | | Stakeholder evaluation of service & support satisfaction level to be measured against: 1. Customer Satisfaction Other Cluster Satisfaction Political Structure Satisfaction | | | | | | |
| Legislative KPA 3 | | Local Economic Development (LED) | | | | | | |
| Economic Development & Job Creation | Support and Grow New and Existing Businesses | Provide skills development support to 5 job creation initiatives. | 100% | | | | | |
| Economic Development & Job Creation | Provide Secondary Support to Business Entities | Provide skills development support for 3 skills development initiatives for vulnerable groups. | 100% | | | | | |
| Legislative KPA 4 | | Municipal Financial Viability and Management | | | | | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Prepare & submit budget within the required deadlines & formats. | 100% | | | | | |
| | | All Cluster spending occurs within the parameters of the budget with no roll-overs | 100% | | | | | |
| Financial Viability and Sustainability | Ensure value for money expenditure | Implement Supply Chain Management Policy. | 100% | | | | | |
| | | Monitor & Enforce Contracts of goods & services. | 100% | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Weight | Performance status & comments on date of review | | Motivation for under performance or | Score 1-5 |
|----------------------|---|---|--|--------|---|-------------|-------------------------------------|-----------|
| | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 5 | | Good Governance and Public Participation | | | | | | |
| Good Governance | Ensure Accessible and Accountable Governance | Promoting the development of service standards | Meet with all clusters individually to promote development of standards | | | | | |
| | | Cluster Implementation of Customer Care Policy | | | | | | |
| | | Cluster Response Plan to Ant Fraud policy | | | | | | |
| | | Cluster productivity and business process improvement plan | | | | | | |
| | | Reduced percentage of material findings in the cluster from Ombudsperson investigations | | | | | | |
| Good Governance | Create an efficient, effective & accountable administration | Written Reports submitted to the Municipal Manager when required | | | | | | |
| | | Reports & Presentations made to Political Structures as & when required | | | | | | |
| | | Quality of reports/presentations to be determined by feedback from Political Structures and Municipal Manager | Not more than 10% of reports submitted to relevant committees should be deferred | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Weight | Performance status & comments on date of review | | Motivation for under performance or | Score 1-5 |
|----------------------|---|---|---------------------------|------------|---|-------------|-------------------------------------|-----------|
| | | | | | 2nd Quarter | 4th Quarter | | |
| | | Take overall responsibility for the management of the Cluster so that all Council policies and procedures are adhered to | | | | | | |
| | | Individual Performance Plan completed by the first week of July 08 | 100% | | | | | |
| | | 0809 IPP's for Heads & Deputy Heads completed by July 2008 | 100% | | | | | |
| | | Formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | 100% | | | | | |
| | | Team meetings held fortnightly - minutes available for inspection | 100% | | | | | |
| | | Interact on a regular basis with top management and political structures | Not less than 12 meetings | | | | | |
| | | Effective control of Cluster Assets and no Adverse reporting | 100% | | | | | |
| | | | | Total 100% | | | | |

| Core Competency Requirements for Employees (CCR) | | |
|--|-----------------|--------|
| Core Managerial and Occupational Competencies | Indicate Choice | Weight |
| Core Managerial Competencies | | |
| Strategic Capability and Leadership | x | |
| Programme and Project Management | x | |
| Financial Management | compulsary | |
| Change Management | x | |
| Knowledge Management | x | |
| Service Delivery Innovation | x | |
| Problem Solving and Analysis | x | |
| People Management and Empowerment | compulsary | |
| Client Orientation and Customer Focus | compulsary | |
| Communication | | |
| Honesty and Integrity | | |
| Core Occupational Competencies | | |
| Competence in Self Management | | |
| Interpretation of and implementation within the legislative and national policy frameworks | x | |
| Knowledge of development local government | x | |
| Knowledge of Performance Management and Reporting | x | |
| Knowledge of global and South African specific political, social and economic contexts | x | |
| Competence in policy conceptualisation, analysis and implementation | x | |
| Knowledge of more than one functional municipal field/discipline | | |
| Skills in mediation | | |
| Skills in Governance | | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | x | |
| Total percentage | | 100% |

| <u>PERSONAL DEVELOPMENT PLAN</u> |
|--|
| MUNICIPALITY: |
| INCUMBENT: |
| SALARY: |
| JOB TITLE: |
| REPORT TO: |
| 1. What are the competencies required for this job (refer to competency profile of job description)? |
| 2. What competencies from the above list, does the job holder already possess? |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) |
| 4. Actions/Training interventions to address the gaps/needs |
| 5. Indicate the competencies required for future career progression/development |
| 6. Actions/Training interventions to address future progression |
| 7. Comments/Remarks of the Incumbent |
| 8. Comments/Remarks of the supervisor |
| |
| Agreed upon |
| |
| Signature: |
| Supervisor: |
| Date: |
| |
| Signature: |
| Incumbent: |
| Date: |
| |
| Date of next review: |
| |
| |
| |

***DEPUTY CITY
MANAGER:
GOVERNANCE***

PERFORMANCE AGREEMENT

ENTERED INTO BETWEEN

The eThekweni Municipality

DULY REPRESENTED BY **DR. M. SUTCLIFFE** in his capacity as **Municipal
Manager** of the ETHEKWINI MUNICIPALITY

AND

Sipho Oliver Cele
("The Employee")

FOR THE

FINANCIAL YEAR: 1 JULY 2008 – 30 JUNE 2009

1. INTRODUCTION

- 1.1 The eThekwini Municipality ("The employer") has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the employer and employee, requires the parties to conclude an annual Performance Agreement.
- 1.3 The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the employee to a set of outcomes that will secure the eThekwini Municipality's goals.
- 1.4 The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. THE PARTIES

- 2.1 The eThekwini Municipality duly represented by Dr. M. Sutcliffe in his capacity as Municipal Manager. (hereinafter referred to as "**The Employer**")

and

- 2.2 **Sipho Oliver Cele**
(full name)
(hereinafter referred to as "**The Employee**")

3. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 3.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 3.2 specify objectives and targets established for the Employee and to communicate to the employee the Employer's expectations of the Employee's performance and accountabilities;
- 3.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 3.4 monitor and measure performance against set targeted outputs;
- 3.5 use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to his job;
- 3.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance;
- 3.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on 1 July 2008 and will remain in force until 30 JUNE 2009, whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

- 4.2 The parties will review the provisions of this Agreement during April each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year but not later than the beginning of each successive financial year.
- 4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 4.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 4.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan (Annexure A) sets out :-
- 5.1.1 the performance objectives and targets that must be met by the Employee; and
 - 5.1.2 the time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

5.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP).

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

6.2 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

7. The Employee agrees to participate in the performance management and development system that the Employer adopts.

7.1 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Area's (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

7.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

7.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCR's) respectively.

7.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

7.2.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

7.3 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure "A"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

7.4 The CCRs will make up the other 20% of the Employee's assessment score, which will be recorded in the performance plan (Annexure "A").

8. EVALUATING PERFORMANCE

8.1 The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1 the standards and procedures for evaluating the Employee's performance; and

8.1.2 the intervals for the evaluation of the Employee's performance.

8.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

8.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to, and implementation must take place within set time frames.

8.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5 The annual performance appraisal will involve:

8.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.

- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.1 above) must then be used to add the scores and calculate a final CCR score.

8.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

8.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

| Level | Terminology | Description | Rating | | | | |
|-------|--|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that | | | | | |

| | | | |
|----------|--------------------------|---|--|
| | | the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

8.7 For purposes of evaluating the performance of the Employees, an evaluation panel constituted by the following persons will be established.

8.7.1 The evaluation panel for the **Deputy City Managers** (DCMs) and **Heads of Departments** (HODs) directly accountable to the Municipal Manager shall comprise the following persons:-

8.7.1.1 The Municipal Manager;

8.7.1.2 The Mayor or Representative of the Executive Committee;

8.7.1.3 Municipal Manager from another Municipality;

8.7.1.4 The Chairperson of the Performance Audit Committee.

9. SCHEDULE FOR PERFORMANCE REVIEWS

9.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates.

| | | | | |
|----------------|---|---------|---|-----------|
| First quarter | : | July | – | September |
| Second quarter | : | October | – | December |
| Third quarter | : | January | - | March |
| Fourth quarter | : | April | - | June |

9.2 The Employer shall keep a record of all reviews and assessment meetings.

9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

11. OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

- 11.1.1 create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 provide access to skills development and capacity building opportunities;
- 11.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 where necessary delegate such powers to the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement;
- 11.1.5 and make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the

relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that:-

12.2.1 a score of 130% to a 149% is awarded, a performance bonus ranging from 5% to 9% and

12.2.2 a score of 150% and above is awarded, a performance bonus ranging from 10% to 14%.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least 12 (TWELVE) consecutive months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall, after appropriate performance counselling and having provided the necessary guidance and/or support as well as a reasonable time for improvement in performance, take steps to terminate the contracts of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in this agreement shall be mediated by:-

13.1.1 the Executive Mayor/ Mayor ;

13.1.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by:-

13.2.1 a member of the Municipal Council provided that such member was not part of the evaluation panel referred to in clause 8.7 above;

13.2.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement shall be placed on the Employer's website.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of

employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*
_____ THE EMPLOYER

2. _____

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*
_____ THE EMPLOYEE

2. _____

PERFORMANCE PLAN
Entered into by and between

eThekwini Municipality

and

MR SIPHO CELE

PERFORMANCE PLAN:

CLUSTER:

- 1 **Purpose**
The performance plan defines the Council's expectations of the Deputy City Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.
- 2 **Key responsibilities**
The following objects of local government will inform the Deputy City Manager's performance against set performance indicators:
 - 2.1 Provide democratic and accountable government for local communities.
 - 2.2 Ensure the provision of services to communities in a sustainable manner.
 - 2.3 Promote social and economic development.
 - 2.4 Promote a safe and healthy environment.
 - 2.5 Encourage the involvement of communities and community organisations in the matters of local government.
- 3 **Key Performance Areas**
The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:
 - 3.1 Basic Service Delivery.
 - 3.2 Municipal Institutional Development and Transformation.
 - 3.3 Local Economic Development (LED).
 - 3.4 Municipal Financial Viability and Management.
 - 3.5 Good Governance and Public Participation.
- 4 **Key Performance Objectives and Indicators, for the Deputy City Manager**
The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:
 - 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
 - 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1
 - 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
 - 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia*, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report.)
 - 4.5 Property Rates Act, 2004.
 - 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
 - 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
 - 4.8 Any other applicable legislation specific to the Municipal Manager.**The period of this plan is from 1st July 2008 to 30 June 2009**

Signed and accepted by _____

Job title: _____

Date: _____

Signed by: Municipal Manager on behalf of the eThekweni Municipality Council

Date: _____

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---------------------------|---|---|---|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 1 | | Municipal Transformation & Organisational Development | | | | | | | |
| Empowered Citizens | Develop Human capital | A well developed relationship with Organised Labour | 80% attendance at LLF and related meetings | Ongoing | | | | | |
| | | Development of the WSP for 2009/10 financial year | Annual Skills Plan for the Cluster completed by 31st May 2009 | 31-May-09 | | | | | |
| | | Implementation of skills plan for year by 30 June 2009 | 70% implementation of WSP | 30-Jun-09 | | | | | |
| | | Implement Employment Equity plan for the Cluster | 100% implementation where applicable | Ongoing | | | | | |
| | | Formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | Quarterly meetings held | Quarterly | | | | | |
| | | Ensure rollout of performance plans within the Senior Management Structure of the Municipality in accordance with Plan 7 of the IDP | 100% by June 2009 | 30-Jun-09 | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---------------------------|---|---|---|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Good Governance | Support Healthy and productive employees | Occupational Health and safety legislation is adhered to | All adverse OHS reports resolved timeously | Ongoing | | | | | |
| | | Provide health awareness workshops/ training | 32 awareness programmes to be run | 30-Jun-09 | | | | | |
| | | To develop projects to create a positive organisational climate | Organisational strategy based on the outcomes of the Preception study | 30-Jun-09 | | | | | |
| | | Information sessions/ staff meetings to address general staff issues with Senior Management of Cluster. | Quarterly meetings held | Quarterly | | | | | |
| | | Team meetings held fortnightly - minutes available for inspection | 80% of meetings | Ongoing | | | | | |
| Empowered Citizens | Improve knowledge management | Ensure usage of the Document Management System | compliance with Document management System (DMS) | Ongoing | | | | | |
| | | Document all departmental procedures to ensure information is retained by the organisation | All unit procedures documented. | Ongoing | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--|---|--|--|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 2 | | Infrastructure Development and Service Delivery | | | | | | | |
| Sustain our Natural and Built Environment | Develop, manage and regulate the built and natural environment | Ensure Community involvement in the development of Policies regarding the built and natural environment | Involvement of 100 Ward Committees/Communication Plans in Place | Ongoing | | | | | |
| Sustain our Natural and Built Environment | Ensure Climate protection and pollution minimisation | Provide awareness through various campaigns regarding protection and pollution minimisation | Involvement of 100 Ward Committees/ Communication Plans in Place | Ongoing | | | | | |
| Quality Living Environment | Meet Community Services Backlog | Provide tools such as Masakhane Roadshows and other participatory mechanisms to establish service backlogs/need of Communities | Reports stating results of consultation available | Ongoing | | | | | |
| Quality Living Environment | Meet Infrastructure Service needs and address Backlogs | Develop policies to address the infrastructure needs/service needs of the Indigent Communities | Involvement of 100 Ward Committees | Ongoing | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---|---|---|---|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Identify community needs and priorities, and cascade to relevant Units for feedback and planning | Develop a Participative and consultative Plan | 30-Jun-09 | | | | | |
| Safe, healthy and secure environment | Promote citizen safety | Promote security of citizens from Poverty | Adoption of Indigent Policy and development of an implementation plans and 80% achievement of projects for the year | 30-Jun-09 | | | | | |
| | | Promote security of Vulnerable Groups from exploitation | Adoption of various Policies - as per IDP and development of an implementation plans and 80% achievement of projects for the year | 30-Jun-09 | | | | | |
| | | Promote security of Vulnerable Groups from being marginalised | Development and Adoption of Vulnerable Group Policy and development of an implementation plan | 30-Jun-09 | | | | | |
| Safe, healthy and secure environment | Promote security of citizens | Prohibition of entry into department offices with dangerous weapons by both eThekweni and none eThekweni staff. | Compliance with safety and Security | Ongoing | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--|---|---|--|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 3 | | Local Economic Development (LED) | | | | | | | |
| Economic Development & Job Creation | Support and Grow New and Existing Businesses | Compliance with Economic Empowerment initiatives in the appointment (insourcing) of professional service providers within the Cluster | 100% adherence with SCM | Ongoing | | | | | |
| Economic Development & Job Creation | Provide Secondary Support to Business Entities | Support Co-operative establishments by providing equipment and training | All New Co-operatives on training | Ongoing | | | | | |
| Legislative KPA 4 | | Municipal Financial Viability and Management | | | | | | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Prepare & submit budget within the required deadlines & formats in alignment with the Municipality's IDP | Budget deadlines are met | Ongoing | | | | | |
| | | All spending occurs within the parameters of the budget with no roll-overs | Spend within Budget | Ongoing | | | | | |
| | | % Capital Budget Spent | 100% | Ongoing | | | | | |
| Financial Viability and Sustainability | Ensure value for money expenditure | Monitor & Enforce SCM with regards to Contracts of goods & services | Expenditure interactions are interrpgated for BEE compliance | Ongoing | | | | | |
| | | Effective control of Cluster Assets and no Adverse reporting | Asset register in place, updated and accurate | Ongoing | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--------------------------|--|---|--|--------------|--------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 5 | | Good Governance and Public Participation | | | | | | | |
| Good Governance | Ensure Accessible and Accountable Governance | Units within the Cluster Business Plans in place and aligned to the Municipal Strategy | Plans in place | 01-Jul-08 | | | | | |
| | | Effectively communicate the programmes and policies of the eThekweni Municipality to the full range of Audiences, internally and externally | 100% implementation of Communicationa Business Plans for the year | 30-Jun-09 | | | | | |
| | | Develop improved customer relations | 80% Implementation of the Customer Care Policy Implementation plan | 30-Jun-09 | | | | | |
| | | Create mechanism, processes and procedures for citizen participation | Achievement as per SBDIP | 30-Jun-09 | | | | | |
| | | Promote co-operative international and inter-governmental relations | Achievement as per SBDIP | 30-Jun-09 | | | | | |
| Good Governance | Create an efficient, effective & accountable administration | Project plans with target dates in place for all projects and sub-projects | SDBIP Report | 30-Jun-09 | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|----------------------|---|---|--|--------------|---------------|--------------------------------------|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Ensure compliance with customer care policy | No adverse reports | Ongoing | | | | | |
| | | Ensure Batho Pele principles in place | No adverse reports | Ongoing | | | | | |
| | | Ensure a transparency, effective, efficient and accountability municipal administration | 80% implementation of Programmes within the respective SFA | 30-Jun-09 | | | | | |
| | | | | | | | | | |
| | | | | | Total 100% | | | | |

| Core Competency Requirements for Employees (CCR) | | |
|--|-----------------|--------|
| Core Managerial and Occupational Competencies | Indicate Choice | Weight |
| Core Managerial Competencies | | |
| Strategic Capability and Leadership | X | |
| Programme and Project Management | | |
| Financial Management | compulsary | |
| Change Management | X | |
| Knowledge Management | | |
| Service Delivery Innovation | X | |
| Problem Solving and Analysis | X | |
| People Management and Empowerment | compulsary | |
| Client Orientation and Customer Focus | compulsary | |
| Communication | X | |
| Honesty and Integrity | | |
| Core Occupational Competencies | | |
| Competence in Self Management | x | |
| Interpretation of and implementation within the legislative and national policy frameworks | x | |
| Knowledge of developmental local government | x | |
| Knowledge of Performance Management and Reporting | | X |
| Knowledge of global and South African specific political, social and economic contexts | x | |
| Competence in policy conceptualisation, analysis and implementation | | |
| Knowledge of more than one functional municipal field/discipline | | |
| Skills in mediation | | |
| Skills in Governance | x | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | | |
| Total percentage | | 100% |

PERSONAL DEVELOPMENT PLAN

| |
|--|
| MUNICIPALITY: |
| INCUMBENT: |
| SALARY: |
| JOB TITLE: |
| REPORT TO: |
| 1. What are the competencies required for this job (refer to competency profile of job description)? |
| 2. What competencies from the above list, does the job holder already possess? |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) |
| 4. Actions/Training interventions to address the gaps/needs |
| 5. Indicate the competencies required for future career progression/development |
| 6. Actions/Training interventions to address future progression |
| 7. Comments/Remarks of the Incumbent |
| 8. Comments/Remarks of the supervisor |
| |
| Agreed upon |
| |
| Signature: |
| Supervisor: |
| Date: |
| |
| Signature: |
| Incumbent: |
| Date: |
| |
| Date of next review: |
| |
| |

***DEPUTY CITY
MANAGER:***

***SAFETY &
SECURITY***

PERFORMANCE AGREEMENT

ENTERED INTO BETWEEN

The eThekweni Municipality

DULY REPRESENTED BY **DR. M. SUTCLIFFE** in his capacity as **Municipal
Manager** of the ETHEKWINI MUNICIPALITY

AND

Cyril Bhekinkosi Mkhize
("The Employee")

FOR THE

FINANCIAL YEAR: 1 JULY 2008 – 30 JUNE 2009

1. INTRODUCTION

- 1.1 The eThekwini Municipality ("The employer") has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the employer and employee, requires the parties to conclude an annual Performance Agreement.
- 1.3 The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the employee to a set of outcomes that will secure the eThekwini Municipality's goals.
- 1.4 The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. THE PARTIES

- 2.1 The eThekwini Municipality duly represented by Dr. M. Sutcliffe in his capacity as Municipal Manager. (hereinafter referred to as "**The Employer**")

and

- 2.2 **Cyril Bhekinkosi Mkhize**
(full name)
(hereinafter referred to as "**The Employee**")

3. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 3.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 3.2 specify objectives and targets established for the Employee and to communicate to the employee the Employer's expectations of the Employee's performance and accountabilities;
- 3.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 3.4 monitor and measure performance against set targeted outputs;
- 3.5 use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to his job;
- 3.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance;
- 3.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on 1 July 2008 and will remain in force until 30 JUNE 2009, whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

- 4.2 The parties will review the provisions of this Agreement during April each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year but not later than the beginning of each successive financial year.
- 4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 4.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 4.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan (Annexure A) sets out :-
- 5.1.1 the performance objectives and targets that must be met by the Employee; and
 - 5.1.2 the time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

5.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP).

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

6.2 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

7. The Employee agrees to participate in the performance management and development system that the Employer adopts.

7.1 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Area's (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

7.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

7.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCR's) respectively.

7.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

7.2.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

7.3 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure "A"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

7.4 The CCRs will make up the other 20% of the Employee's assessment score, which will be recorded in the performance plan (Annexure "A").

8. EVALUATING PERFORMANCE

8.1 The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1 the standards and procedures for evaluating the Employee's performance; and

8.1.2 the intervals for the evaluation of the Employee's performance.

8.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

8.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to, and implementation must take place within set time frames.

8.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5 The annual performance appraisal will involve:

8.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.

- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.1 above) must then be used to add the scores and calculate a final CCR score.

8.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

8.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

| Level | Terminology | Description | Rating | | | | |
|-------|--|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that | | | | | |

| | | | |
|----------|--------------------------|---|--|
| | | the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

8.7 For purposes of evaluating the performance of the Employees, an evaluation panel constituted by the following persons will be established.

8.7.1 The evaluation panel for the **Deputy City Managers** (DCMs) and **Heads of Departments** (HODs) directly accountable to the Municipal Manager shall comprise the following persons:-

- 8.7.1.1 The Municipal Manager;
- 8.7.1.2 The Mayor or Representative of the Executive Committee;
- 8.7.1.3 Municipal Manager from another Municipality;

8.7.1.4 The Chairperson of the Performance Audit Committee.

9. SCHEDULE FOR PERFORMANCE REVIEWS

9.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates.

| | | | | |
|----------------|---|---------|---|-----------|
| First quarter | : | July | – | September |
| Second quarter | : | October | – | December |
| Third quarter | : | January | - | March |
| Fourth quarter | : | April | - | June |

9.2 The Employer shall keep a record of all reviews and assessment meetings.

9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

11. OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

- 11.1.1 create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 provide access to skills development and capacity building opportunities;
- 11.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 where necessary delegate such powers to the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement;
- 11.1.5 and make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the

relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that:-

12.2.1 a score of 130% to a 149% is awarded, a performance bonus ranging from 5% to 9% and

12.2.2 a score of 150% and above is awarded, a performance bonus ranging from 10% to 14%.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least 12 (TWELVE) consecutive months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall, after appropriate performance counselling and having provided the necessary guidance and/or support as well as a reasonable time for improvement in performance, take steps to terminate the contracts of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in this agreement shall be mediated by:-

13.1.1 the Executive Mayor/ Mayor ;

13.1.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by:-

13.2.1 a member of the Municipal Council provided that such member was not part of the evaluation panel referred to in clause 8.7 above;

13.2.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement shall be placed on the Employer's website.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of

employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*

2. _____

THE EMPLOYER

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*

2. _____

THE EMPLOYEE

PERFORMANCE PLAN
Entered into by and between
eThekwini Municipality

and
Cyril Bhekinkosi Mkhize

PERFORMANCE PLAN:

CLUSTER:

1

Purpose

The performance plan defines the Council’s expectations of the Deputy City Manager’s performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality’s Integrated Development Plan (IDP) and as reviewed annually.

2

Key responsibilities

The following objects of local government will inform the Deputy City Manager’s performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3

Key Performance Areas

The following Key Performance Areas (KPA) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

4

Key Performance Objectives and Indicators, for the Deputy City Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia* , tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General’s report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

The period of this plan is from 1st July 2008 to 30 June 2009

Signed and accepted by _____

Job title: _____

Date: _____

Signed by: Municipal Manager on behalf of the eThekweni Municipality Council

Date: _____

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--------------------------------|---|---|---|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 1 | | Municipal Transformation & Organisational Development | | | | | | | |
| Good Governance | Healthy and productive employees | Occupational Health and safety legislation is adhered to | All adverse OHS reports resolved timeously | | | | | | |
| | | Reduction in annual number of disabling injury incidents in cluster | Reduction from 07/08 actuals | | | | | | |
| | | Oversee Cluster Response to HIV/Aids Strategy | Cluster Business plan | | | | | | |
| | | Establish a Human Resource Development Strategy EE, Skills Development, Succession Planning | Cluster Strategy | | | | | | |
| | | Cluster rollout plan for Individual Performance Management | Rollout plan | | | | | | |
| | | Information sessions/ departmental staff meetings to address general staff issues. | Quarterly meetings | | | | | | |
| Empowering our Citizens | Develop Human Capital | Document all cluster procedures to ensure information is retained by the organisation | All cluster procedures documented. | | | | | | |
| | Develop the city as a learning City | a) A well developed relationship with Organised Labour | Structured Meetings held with Labour regularly | | | | | | |
| | | b) Development of the WSP for 2009/10 fin year | Annual Skills Plan for the Cluster completed by 31st May 2009 | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|----------------------|---|---|--|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | c) Implementation of skills plan for year by 30 June 2009 | Courses attended by staff based on the 2008/09 WSP | | | | | | |
| | | d) Implement Employment Equity plan for the Cluster | % of posts filled using employment equity stats as a guideline | | | | | | |
| | | Formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | 4 meetings/reportee | | | | | | |
| | | Implementation of Cluster Plan for the Recruitment, Retention & Development of Scarce Skills | 50% Implementation | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--------------------------------------|---|---|---------------------|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 2 | | Basic Service Delivery | | | | | | | |
| Safe, healthy and secure environment | Promote citizen safety | Increased levels of Citizens feeling safer | 60% | | | | | | |
| | | Establish Ward Safety Forums | 70% | | | | | | |
| | | Enforement of By laws in Four Areas a) Nuisance Buildings b) Illegal Dumping c) Illegal Posters d)Traffic Fines | 100% | | | | | | |
| | | Disaster & Major Incident Reporting - Formulation of Plans | 15% | | | | | | |
| | Promote security of citizens | Provide Beneficiary Support to Vulnerable Groups | 100% | | | | | | |
| | | Ensure support and enhance the efforts of communities structures (NGO's, Faith Based, Traditional Healers and Leaders) that provide and promote security of citizens. | 100% | | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--|---|---|---------------------|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 3 | | Local Economic Development (LED) | | | | | | | |
| Economic Development & Job Creation | Support and Grow New and Existing Businesses | Increase affirmative procurement by 5% to targeted groups. | | | | | | | |
| | | Ensure implementation of Social Expanded Public Works Program (EPWP) Interventions in all Units | 100% | | | | | | |
| Promoting Cultural Diversity | Create economic opportunities for arts, culture and heritage | | | | | | | | |
| Promoting Cultural Diversity | Promoting Sports and Recreation within the city | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---|---|---|---|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 4 | | Municipal Financial Viability and Management | | | | | | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Prepare & submit budget within the required deadlines & formats in alignment with the Municipality's IDP | Timeous submission of budgets | | | | | | |
| | | All spending occurs within the parameters of the budget with no roll-overs | Spend within Budget | | | | | | |
| | | % Capital Budget Spent | 100% | | | | | | |
| Financial Viability and Sustainability | Ensure value for money expenditure | Monitor & Enforce SCM with regards to Contracts of goods & services | 100% | | | | | | |
| | | Effective control of Cluster Assets and no Adverse reporting | Asset register in place, updated and accurate | | | | | | |
| Financial Viability and Sustainability | Grow and diversify revenue | Increase in the payment levels for services rendered - Parks, Cemeteries and Halls, Libraries, swimming pools | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|--------------------------|---|---|---------------------|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| Legislative KPA 5 | | Good Governance and Public Participation | | | | | | | |
| Good Governance | Ensure Accessible and Accountable Governance | Customer satisfaction survey & aspects of Delivery in accordance with approved schedule | | | | | | | |
| | | Percentage of Citizen Satisfaction with regard to: 1. Participatory decision making 2. Customer Care 3. Communications and Information 4. Access and waiting time in all facilities | | | | | | | |
| | | Number of people from employment equity target groups (disabled, women) employed in compliance with a municipality's approved employment equity plan | | | | | | | |
| | | Departmental Business Plans in place and aligned to the Municipal Strategy | Plans in place | | | | | | |
| | | Annual Cluster Communication Plan | Plans in place | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|------------------------|--|---|--------------------------------------|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Cluster Implementation of Customer Care Policy | Implementation Plan | | | | | | |
| Good Governance | Create an efficient, effective & accountable administration | % of citizens satisfied with the transparency, and accountability of the municipal administration | | | | | | | |
| | | Project plans with target dates in place for all projects and sub-projects | Capmon Schedule | | | | | | |
| | | Cluster productivity and business process improvement plan | Productivity Assessment in each Unit | | | | | | |
| | | Reports & Presentations made to Political Structures as & when required | Annual Plan | | | | | | |
| | | Quality of reports/presentations to be determined by feedback from Political Structures and Municipal Manager | | | | | | | |
| | | Not more than 10% of reports submitted to relevant committees should be deferred | < 10% | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|----------------------|---|---|--------------------------------|--------------|--------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | Take overall responsibility for the management of the Cluster so that all Council policies and procedures are adhered to | Weekly cluster meeting | | | | | | |
| | | Development of Cluster Risk Management Plan | Plans in place | | | | | | |
| | | Cluster annual audit compliance programme | Programme of quarterly reports | | | | | | |
| | | Formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | | | | | | | |
| | | Team meetings held monthly - minutes available for inspection | | | | | | | |
| | | Maintain a good relationship with Senior Management | | | | | | | |
| | | Effective control of Cluster Assets and no Adverse reporting | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 | Target Dates | Weight | Performance status & comments on date of review | | Motivation for under performance or exceptional performance | Score 1-5 |
|---------------------------|---|--|---------------------|--------------|------------|---|-------------|---|-----------|
| | | | | | | 2nd Quarter | 4th Quarter | | |
| | | | | | | | | | |
| Empowered Citizens | Develop the City into a Centre of learning | Cluster Plan for external skills development | 500 learnerships | | | | | | |
| | | | | | Total 100% | | | | |

| Core Competency Requirements for Employees (CCR) | | |
|--|-----------------|--------|
| Core Managerial and Occupational Competencies | Indicate Choice | Weight |
| Core Managerial Competencies | | |
| Strategic Capability and Leadership | | |
| Programme and Project Management | | |
| Financial Management | compulsary | |
| Change Management | | |
| Knowledge Management | | |
| Service Delivery Innovation | | |
| Problem Solving and Analysis | | |
| People Management and Empowerment | compulsary | |
| Client Orientation and Customer Focus | compulsary | |
| Communication | | |
| Honesty and Integrity | | |
| | | |
| Core Occupational Competencies | | |
| Competence in Self Management | | |
| Interpretation of and implementation within the legislative and national policy frameworks | | |
| Knowledge of development local government | | |
| Knowledge of Performance Management and Reporting | | |
| Knowledge of global and South African specific political, social and economic contexts | | |
| Competence in policy conceptualisation, analysis and implementation | | |
| Knowledge of more than one functional municipal field/discipline | | |
| Skills in mediation | | |
| Skills in Governance | | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | | |
| | | |
| Total percentage | | 100% |

| <u>PERSONAL DEVELOPMENT PLAN</u> |
|--|
| MUNICIPALITY: |
| INCUMBENT: |
| SALARY: |
| JOB TITLE: |
| REPORT TO: |
| 1. What are the competencies required for this job (refer to competency profile of job description)? |
| 2. What competencies from the above list, does the job holder already possess? |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) |
| 4. Actions/Training interventions to address the gaps/needs |
| 5. Indicate the competencies required for future career progression/development |
| 6. Actions/Training interventions to address future progression |
| 7. Comments/Remarks of the Incumbent |
| 8. Comments/Remarks of the supervisor |
| |
| Agreed upon |
| |
| Signature: |
| Supervisor: |
| Date: |
| |
| Signature: |
| Incumbent: |
| Date: |
| |
| Date of next review: |
| |
| |
| |
| |

**DEPUTY CITY
MANAGER:**

**SUSTAINABLE
DEVELOPMENT &
CITY
ENTERPRISES**

PERFORMANCE AGREEMENT

ENTERED INTO BETWEEN

The eThekweni Municipality

DULY REPRESENTED BY **DR. M. SUTCLIFFE** in his capacity as **Municipal
Manager** of the ETHEKWINI MUNICIPALITY

AND

Nomaxabiso Mahlwe
("The Employee")

FOR THE

FINANCIAL YEAR: 1 JULY 2008 – 30 JUNE 2009

1. INTRODUCTION

- 1.1 The eThekwini Municipality ("The employer") has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the employer and employee, requires the parties to conclude an annual Performance Agreement.
- 1.3 The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the employee to a set of outcomes that will secure the eThekwini Municipality's goals.
- 1.4 The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. THE PARTIES

- 2.1 The eThekwini Municipality duly represented by Dr. M. Sutcliffe in his capacity as Municipal Manager. (hereinafter referred to as "**The Employer**")

and

- 2.2 **Nomaxabiso Mahlawe**
(full name)
(hereinafter referred to as "**The Employee**")

3. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 3.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 3.2 specify objectives and targets established for the Employee and to communicate to the employee the Employer's expectations of the Employee's performance and accountabilities;
- 3.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 3.4 monitor and measure performance against set targeted outputs;
- 3.5 use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to his job;
- 3.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance;
- 3.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on 1 July 2008 and will remain in force until 30 JUNE 2009, whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

- 4.2 The parties will review the provisions of this Agreement during April each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year but not later than the beginning of each successive financial year.
- 4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 4.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 4.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan (Annexure A) sets out :-
- 5.1.1 the performance objectives and targets that must be met by the Employee; and
 - 5.1.2 the time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

5.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP).

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

6.2 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

7. The Employee agrees to participate in the performance management and development system that the Employer adopts.

7.1 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Area's (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

7.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

7.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCR's) respectively.

7.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

7.2.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

7.3 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure "A"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

7.4 The CCRs will make up the other 20% of the Employee's assessment score, which will be recorded in the performance plan (Annexure "A").

8. EVALUATING PERFORMANCE

8.1 The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1 the standards and procedures for evaluating the Employee's performance; and

8.1.2 the intervals for the evaluation of the Employee's performance.

8.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

8.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to, and implementation must take place within set time frames.

8.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5 The annual performance appraisal will involve:

8.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.

- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 8.5.1 above) must then be used to add the scores and calculate a final CCR score.

8.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

8.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

| Level | Terminology | Description | Rating | | | | |
|-------|--|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |

| | | | |
|---|--------------------------|---|--|
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

8.7 For purposes of evaluating the performance of the Employees, an evaluation panel constituted by the following persons will be established.

8.7.1 The evaluation panel for the **Deputy City Managers** (DCMs) and **Heads of Departments** (HODs) directly accountable to the Municipal Manager shall comprise the following persons:-

8.7.1.1 The Municipal Manager;

8.7.1.2 The Mayor or Representative of the Executive Committee;

8.7.1.3 Municipal Manager from another Municipality;

8.7.1.4 The Chairperson of the Performance Audit Committee.

9. SCHEDULE FOR PERFORMANCE REVIEWS

9.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates.

| | | | | |
|----------------|---|---------|---|-----------|
| First quarter | : | July | – | September |
| Second quarter | : | October | – | December |
| Third quarter | : | January | - | March |
| Fourth quarter | : | April | - | June |

9.2 The Employer shall keep a record of all reviews and assessment meetings.

9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

11. OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

- 11.1.1 create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 provide access to skills development and capacity building opportunities;
- 11.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 where necessary delegate such powers to the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement;
- 11.1.5 and make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2 A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that:-

12.2.1 a score of 130% to a 149% is awarded, a performance bonus ranging from 5% to 9% and

12.2.2 a score of 150% and above is awarded, a performance bonus ranging from 10% to 14%.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least 12 (TWELVE) consecutive months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall, after appropriate performance counselling and having provided the necessary guidance and/or support as well as a reasonable time for improvement in performance, take steps to terminate the contracts of employment of the employee on the grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in this agreement shall be mediated by:-

13.1.1 the Executive Mayor/ Mayor ;

13.1.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by:-

13.2.1 a member of the Municipal Council provided that such member was not part of the evaluation panel referred to in clause 8.7 above;

13.2.2 the mediation shall take place within a period of 30 (Thirty) days of receipt of a formal dispute from the employee;

13.1.3 the mediator's decision will be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement shall be placed on the Employer's website.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*
_____ **THE EMPLOYER**

2. _____

SIGNED AT _____ ON THIS THE ___ DAY OF _____ 200__

AS WITNESSES:

1. _____ *Original Signed*
_____ **THE EMPLOYEE**

2. _____

PERFORMANCE PLAN
Entered into by and between
eThekwini Municipality

and
Xabiso Mahlawe

PERFORMANCE PLAN:

CLUSTER:

1

Purpose

The performance plan defines the Council's expectations of the Deputy City Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2

Key responsibilities

The following objects of local government will inform the Deputy City Manager's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3

Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

4

Key Performance Objectives and Indicators, for the Deputy City Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia*, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

The period of this plan is from 1st July 2008 to 30 June 2009

Signed and accepted by _____

Job title: _____

Date: _____

Signed by: Municipal Manager on behalf of the eThekweni Municipality Council

Date: _____

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|--------------------------------|---|--|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| Legislative KPA 1 | | Municipal Transformation & Organisational Development | | | | | | | | |
| Empowering our Citizens | Develop Human capital | Attendance at monthly LLF meetings with Labour | | | | | | | | |
| | | Approved Cluster Annual Skills Plan | | | | | | | | |
| | | Implementation of cluster skills plan | | | | | | | | |
| | | Approved Cluster Employment Equity Plan | | | | | | | | |
| | | Implementation of Cluster Employment Equity plan | | | | | | | | |
| | | Ensure alignment of entities into municipal transformation programmes | | | | | | | | |
| | | Ensure cluster participation in Municipal Maths & Science programmes and sports development. | | | | | | | | |
| | Develop the City into a smart City | Develop and coordinate cluster participation in CIFAL programme | | | | | | | | |
| | | Ensure implementation of the BEE programme | | | | | | | | |
| | | Ensure women empowerment internally and externally. | | | | | | | | |
| | | Ensure cluster wide career development under AEP | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|----------------------|---|--|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| | | | | | | | | | | |
| | Municipal Transformation | Ensure implementation of Customer Care Policy as developed by Regional Centres | | | | | | | | |
| | | Ensure Batho Pele Policy Implementation Plan is rolled out | | | | | | | | |
| | | Ensure compliance with with applicable Service Standards Charter | | | | | | | | |
| | Organisational Development | Cluster Budget/SDBIP/IDP alignment | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|---|---|--|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| Legislative KPA 2 | | Basic Service Delivery | | | | | | | | |
| Sustaining our Natural and Built Environment | Develop, manage and regulate the built and natural environment | Ensure development, implementation and monitoring of a cluster wide infrastructure and delivery plans. | | | | | | | | |
| | | Provide support to long tyerm sustainability of the natural resource base. | | | | | | | | |
| | | Development and monitor the alignment with other spheres of government. | | | | | | | | |
| | | | | | | | | | | |
| | Pollution minimisation and climate change | | | | | | | | | |
| Quality Living Environment | Meet Service Needs & Address Backlogs | Provide support and monitor plans that address backlog | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | Address community backlogs | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | Capital Delivery | Ensure cluster participation and compliance with Capmon | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|--|--|--|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| Legislative KPA 3 | | Local Economic Development (LED) | | | | | | | | |
| Economic Development & Job Creation | Support and Grow New and Existing Businesses | Ensure development and monitoring of the Economic Development Strategy implementation plan | | | | | | | | |
| | | No of jobs created | | | | | | | | |
| | | No of jobs sustained | | | | | | | | |
| | | Ensure development of a comprehensive and well researched Policy Development Process | | | | | | | | |
| | | Support the M&E system for the cluster LED | | | | | | | | |
| | | Ensure a well targeted attraction, retention and support to investment programmes | | | | | | | | |
| | | Ensure maximal utilisation of all external agreements for LED support. | | | | | | | | |
| | | Oversee preparation of Contractor Development Programme | | | | | | | | |
| | Ensure development, implementation and monitoring of performance of entities | | | | | | | | | |
| | Provide Secondary Support to Business Enterprises | Oversee preparation of Contractor Development Programme | | | | | | | | |
| | | Oversee use of Community based contractors for Infrastructure Maintenance & Implementation | | | | | | | | |
| | | Provide intergrated and aligned secondary support to entities | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score | |
|------------------------------|--|----------------------------|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|--|
| | | | | | | 2nd Quarter | 4th Quarter | | | | |
| | | | | | | | | | | | |
| Promoting Cultural diversity | Create economic opportunities for arts, culture and heritage | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | Promote Sport and recreation within the City | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|---|---|--|---|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| Legislative KPA 4 | | Municipal Financial Viability and Management | | | | | | | | |
| Financial Viability and Sustainability | Budget strategically and sustainably | Prepare & submit cluster budget within the required deadlines & formats. | | | | | | | | |
| | | All cluster spending occurs within the parameters of the budget with no roll-overs | | | | | | | | |
| | | Compile & comply with a cluster service delivery schedule in respect of all line items | | | | | | | | |
| | | | | | | | | | | |
| | Value-for-money expenditure | Ensure cluster Implementation of Supply Chain Management Policy | | | | | | | | |
| | | Ensure cluster Monitoring & Enforcement of Contracts for goods & services. | | | | | | | | |
| | | Ensure effective control of Unit Assets and no Adverse reporting | Asset register in place, updated and accurate | | | | | | | |
| | | Oversee restructuring initiatives to reduce costs & increase revenue | | | | | | | | |
| | Grow and diversify our revenue | Oversee increased contribution to the rates base by the development of new medium to high Housing Developments | | | | | | | | |
| | | Oversee cluster initiatives to generate further revenue | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|--------------------------|--|--|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| Legislative KPA 5 | | Good Governance and Public Participation | | | | | | | | |
| Good Governance | Ensure Accessibility and promote governance | Ensure support to a Roll-out of Customer satisfaction surveys at all cluster customer interfaces | | | | | | | | |
| | | Annual Cluster Communication Plan | | | | | | | | |
| | | Cluster Implementation of Customer Care Policy | | | | | | | | |
| | Improve knowledge management | Cluster participation in Knowledge Management Strategy | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|----------------------|---|---|--------------------------------|--------------|--------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| Good Governance | Create an efficient, effective & accountable administration | Cluster Response Plan to Anti fraud policy | | | | | | | | |
| | | Cluster productivity and business process improvement plan | | | | | | | | |
| | | Written Reports submitted to the Municipal Manager when required | | | | | | | | |
| | | Reports & Presentations made to Political Structures as & when required | | | | | | | | |
| | | Quality of reports/presentations to be determined by feedback from Political Structures and Municipal Manager | | | | | | | | |
| | | Ensure minimal reports submitted to relevant committees should be deferred | | | | | | | | |
| | | Cluster Risk Management Plan | | | | | | | | |
| | | Cluster annual audit compliance programme | | | | | | | | |
| | | Cluster Risk Management Plan | | | | | | | | |
| | | Cluster annual audit compliance programme | | | | | | | | |
| | | Reduced percentage of material findings in the cluster from compliance Audits | | | | | | | | |
| | | Cluster Adherence to Supply Chain Management Policy | | | | | | | | |

| IDP Eight Point Plan | Strategic focus area (SFA) - Key Objectives | Key Performance Indicators | Targets for June 09 (quantity) | Target Dates | Weight | Performance status on date of review | | Motivation for under performance or exceptional performance | Self Assessment Score 1-5 | Weighted Score |
|----------------------|---|--|--|--------------|------------|--------------------------------------|-------------|---|---------------------------|----------------|
| | | | | | | 2nd Quarter | 4th Quarter | | | |
| | | Oversee Cluster support to HIV/Aids Strategy | | | | | | | | |
| | | Support a Human Resource Development Strategy EE, Skills Development, Succession Planning | | | | | | | | |
| Good Governance | Support Healthy and productive employees | Occupational Health and safety legislation is adhered to | All adverse OHS reports resolved timeously | | 1% | | | | | |
| | | Ensure cluster compliance with Health & Safety Legislation within Cluster | | | | | | | | |
| | Management and Cluster Meetings | Managements and cluster meetings per month | 15 meetings | | | | | | | |
| | | Cluster rollout plan for Individual Performance Management | | | | | | | | |
| | Staff Meetings | Ensure optimal participation in staff meetings | | | | | | | | |
| Public Participation | Public Participation | Oversee CNA consultation process with Cllrs & Ward Committees | | | | | | | | |
| | Practical Administration | Ensure formal performance feedback sessions held with direct reports every three(3) months. Documentation for 6 month review available for inspection. | | | | | | | | |
| | | Team meetings held fortnightly - minutes available for inspection | | | | | | | | |
| | | | | | Total 100% | | | | | |

| Core Competency Requirements for Employees (CCR) | | |
|--|-----------------|--------|
| Core Managerial and Occupational Competencies | Indicate Choice | Weight |
| Core Managerial Competencies | | |
| Strategic Capability and Leadership | | |
| Programme and Project Management | | |
| Financial Management | compulsary | |
| Change Management | | |
| Knowledge Management | | |
| Service Delivery Innovation | | |
| Problem Solving and Analysis | | |
| People Management and Empowerment | compulsary | |
| Client Orientation and Customer Focus | compulsary | |
| Communication | | |
| Honesty and Integrity | | |
| | | |
| Core Occupational Competencies | | |
| Competence in Self Management | | |
| Interpretation of and implementation within the legislative and national policy frameworks | | |
| Knowledge of development local government | | |
| Knowledge of Performance Management and Reporting | | |
| Knowledge of global and South African specific political, social and economic contexts | | |
| Competence in policy conceptualisation, analysis and implementation | | |
| Knowledge of more than one functional municipal field/discipline | | |
| Skills in mediation | | |
| Skills in Governance | | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | | |
| | | |
| Total percentage | | 100% |

| <u>PERSONAL DEVELOPMENT PLAN</u> |
|--|
| MUNICIPALITY: |
| INCUMBENT: |
| SALARY: |
| JOB TITLE: |
| REPORT TO: |
| 1. What are the competencies required for this job (refer to competency profile of job description)? |
| 2. What competencies from the above list, does the job holder already possess? |
| 3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.) |
| 4. Actions/Training interventions to address the gaps/needs |
| 5. Indicate the competencies required for future career progression/development |
| 6. Actions/Training interventions to address future progression |
| 7. Comments/Remarks of the Incumbent |
| 8. Comments/Remarks of the supervisor |
| |
| Agreed upon |
| |
| Signature: |
| Supervisor: |
| Date: |
| |
| Signature: |
| Incumbent: |
| Date: |
| |
| Date of next review: |
| |
| |
| |
| |